

<p>Task Order ID: ID04170004</p> <p>Award Date: 26 May 2017</p> <p>Mod 001 Date: 24 May 2018</p> <p>Mod 002 Date: 29 June 2018</p>	<p>Procurement Official:</p> <p>General Services Administration Federal Acquisition Service Assisted Acquisition Service Division 401 West Peachtree St., Suite 2700 Atlanta, GA 30308</p> <p>Contracting Officer: Jason Miller (b) (6) jason.miller@gsa.gov</p> <p>Contract Administrator: Jason D. Crockett (803) 530-0177 jason.crockett@gsa.gov</p>										
<p>Period of Performance:</p> <p>3 July 2017 – 2 July 2018 Base Period</p> <p>3 July 2018 – 2 July 2019 Option Period 1</p> <p>3 July 2019 – 2 July 2020 Option Period 2</p> <p>3 July 2020 – 2 July 2021 Option Period 3</p> <p>3 July 2021 – 2 July 2022 Option Period 4</p> <p>3 July 2022 – 2 January 2023 Option to Extend Services</p>	<p>Client Agency: USAFCENT/FPR Shaw AFB, South Carolina</p>										
<p>Project Name: SECURITY SERVICES AT USAFCENT INSTALLATIONS</p>											
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ID04170004 Contract Modifications (Log)

Modification Number	Date	Purpose for Modification
002	29 June 2018	The purpose of this modification to is to Exercise Option Year One (1) for the Period of Performance from 3 July 2018 through 2 July 2019.
001	24 May 2018	The purpose of this modification to revise Appendix C to relocate positions from Eskin Village to Muwaffaq-Salti AB (MSAB), Jordan and transition labor positions in accordance with Appendix C. Remove Eskin Village and add MSAB, Jordan as operating locations. Change paragraph 7.5.1 to add Government Fuel as authorized.

PERFORMANCE WORK STATEMENT

SECURITY SERVICES AT USAFCENT INSTALLATIONS

1.0 Introduction: Work is to be accomplished for the United States Air Force Central Command /FPR at Shaw AFB, South Carolina through the General Services Administration (GSA), Federal Acquisition Service (FAS) Assisted Acquisition Service Division (AASD) Sunbelt Region.

2.0 Scope

The contractor shall provide all resources and management necessary to perform Base Security Operations and Support services at Al Dhafra AB, UAE; Ali Al Salem AB, Kuwait; Al Mubarak Air Base, Kuwait; Al Jaber AB, Kuwait; Eskan Village, Muwaffaq-Salti AB (MSAB), Jordan ; Al Udeid AB, Qatar and in CONUS.

3.0 Tasks

3.1 General

The contractor shall provide all necessary labor, material, and equipment to establish and maintain required security positions to include administrative services for security forces at the contracted locations in Para 2.0. The contractor security officer shall be responsible to conduct background checks. Contractor shall ensure background check documentation is provided for all contractors requesting access to the installation. The USAFCENT COR will review resumes and security clearance data for vetting and approval of all candidates prior to hiring by the contractor. **CONTRACTOR PERSONNEL WILL NOT BE ARMED.**

3.2 Security services shall be provided at designated locations on a continuous basis and other areas on an as needed basis.

3.3 Provide the following security support services (additional hours may be required by the Contractor to perform the overall mission of this task order):

3.4 Security Forces Armorer Support As a minimum, personnel selected for this position must have completed all requirements for award of a 7-skill under the USAF Combat Arms program. Manage the accountability and protection of firearms, munitions, communications equipment, and related assets. Manages armorers and establishes SOP for the armory. Responsible for forecasting and receiving all munitions needed. Conducts scheduling and management of armory personnel and oversees training of armorers. Knowledgeable of Air Force weapons maintenance and parts processes and shall be able to conduct maintenance on weapons. Contractor personnel shall be responsible for cleaning of unassigned weapons. This position requires a SECRET security clearance.

3.5 K-9 Trainer Support Personnel must have successfully graduated from the DoD K-9 handler's course and the DoD kennel master's course IAW AFI 31-202, section 2.3 and possess 5 years of experience in providing training for MWD teams. Responsible for all training and ensures that all Military Working Dogs (MWD) teams' proficiency is maintained. Supervises the care and feeding of dogs, coordinates training and duty schedules, ensures that administrative, accountability, and medical records are maintained, obtains all training support requirements, and supervises kennel facility maintenance. Responsible for storage and accountability of all training aids. This position requires a SECRET security clearance

3.6 Security Forces Supply Support Candidates must have four years' experience as a Unit Deployment Manager, or Security Forces Logistics, Supply Equipment Custodian training, experienced with the Standard Base Supply System, and be knowledgeable in the concepts and principles of Air Base Ground Defense. Directly responsible for all unit supply operations. Manage annual equipment requirements. Determine equipment authorizations functions. Ensures bench stock of general supplies and equipment is serviceable and ready for immediate issue. Manages equipment custodian accounts; obtains and issues supplies and mission critical equipment to personnel and work centers. Conduct equipment maintenance and repair. Initiates and routes service contracts for extemporaneous equipment. Responsible for ordering, tracking, and obtaining equipment through the military supply system and understanding the forms and procedures associated with that position. This position requires a SECRET security clearance.

3.7 Security Forces Training Support Position requires completion of the Basic Instructors Course as a minimum and 3-5 years of military training experience. Manages, monitors, identifies, schedules, and facilitates individual and collective training for members. Researches, tracks adverse training trends, and counsel supervisors and trainees on substandard performance and progression. Oversee training and certifications of the resource augmentation duty (READY) personnel. Organizes, directs, and coordinates the unit commander's education and training program. Individual monitors Career Development Course (CDC) enrollments and testing. Conducts formal and informal staff assistance visits throughout the unit and provides commander direct feedback on the quality of training. Conducts all in-processing and documents of all new arrivals; coordinates all initial base in-processing requirements. Acts as the Unit Safety monitor. This position requires a SECRET security clearance

3.8 Security Forces Vehicle Manager Support Candidates must have 3-5 years' experience in managing a fleet of police and tactical response force vehicles. Function as a liaison for transportation section on all vehicle issues. Monitors, identifies, schedules, and facilitates individual vehicle training for security personnel. Investigates and tracks vehicle abuse, accident cases, and recommends courses of action. Perform minor maintenance on assigned vehicles. This position requires a SECRET security clearance.

3.9 CSS Administrative Specialist Support Contractor personnel must have 3-5 years of experience in preparing and processing administrative support actions relating to unit programs. Performs Commanders Support Staff functions, maintains duty status changes and prepares unit rosters including manpower reporting. Maintain files of personnel records, official travel orders, and personnel action requests. Forecast, reviews, and processes evaluation reports and decorations. Conduct administrative support for in processing and out processing of all squadron members. Serves as the unit travel coordinator/liaison between the TMO and unit members. Perform other administrative functions as required. This position requires a SECRET security clearance.

3.10 Pass and Identification Support Candidates must have 1-3 years' experience in supervising Visitor Control Center operations. Responsible for issuing, controlling, and accounting for DoD and Air Force accountable forms to include AF Form 1199, Restricted Area Badge. Tracks all restricted area badges issued, lost, or destroyed and the secure to secure travel pass program. Oversees Visitor Control Center operations and ensures proper issuance of all Third Country National exchange badge credentials. This position requires a SECRET security clearance.

3.11 Reports and Analysis Support Candidates must have experience with inputting traffic citations, accidents and incident/complaint reports into the Security Forces Management Information System (SFMIS). Briefs the Chief of Security Forces and commanders on crimes and incidents involving base personnel. Reviews, processes, suspense, and distributes traffic incident and accident reports, tickets, complaints, and incident and information reports. Reviews final actions and responses by commanders and supervisors to ensure timeliness and appropriateness, and takes action as required. Analyzes and evaluates reports and paperwork for accuracy and correctness. Compiles information and statistics for files, records, trend summaries, and reports and takes or makes

recommendations for action. Manage installation traffic point, driving revocation, and debarment programs and actions. Ensures the National Incident-Based Reporting System (NIBRS), Defense Incident-Based Reporting System (DIBRS), and Report Control Symbol (RCS) reports, and other higher headquarters and local reports, are submitted as required. Keeps organization and installation leadership and personnel informed on statuses and activities. This position requires a SECRET security clearance.

3.12 Information Security/Personnel Security/Industrial Security Support Candidate must have 3 to 5 years of experience in managing wing level information security, personnel security and industrial security programs. Conducts annual staff assistance visits of all installation and associated units geared to assist commanders in effective administration of unit information and personnel security programs. Provide technical guidance to agency security managers in all aspects of program implementation. Develops and conducts formal classroom training for agency security managers. Conduct annual industrial inspections of contractors handling classified information on behalf of the Commander. Evaluate all aspects of these programs for compliance with standards, policies, and instructions. Additionally, develops guidance and establishes policy for the implementation of the personnel security program. Responsible for the review and submission of personnel security investigations (PSI). Evaluates requests for establishment and maintains and tracks special information files. Conducts program reviews of personnel security managers on PSI processing, managing, and accomplishing their assigned duties for the personnel security program. During contingency operations, will perform duties as assigned by the contract program manager. This position requires a SECRET security clearance.

3.13 Pass and ID Host Nation Support Candidate must have experience in coordinating with host nation to provide daily customer service for contractors and visitors wishing to be granted access to the installation. Enforce laws and regulation concerning installation access. Use suspension, revocation, and barment rosters and listings controlling entry and exit to the installation. Receives information on any development or condition relative to the security of the wing and implements appropriate security countermeasures. Coordinates with all base agencies and sponsors for contractor and visitor entry requirements. Checks all authenticated entry authority lists for entry requests for large, pre-arranged functions. Assist with the coordination of distinguished visitor entry. Alerts control centers of any unusual situation in the area. During contingency operations, will perform duties as assigned by the contract program manager. Understanding of the Arabic language is a plus. This position requires a SECRET security clearance.

3.14 Resource Protection Support Candidates must have experience in overseeing and performing physical security surveys and inspections on Priority Level 4 controlled areas, to include arms and ammunition, explosives areas, major funds facilities, and drug storage facilities. Conducts anti-robbery training and exercises, controlled area monitors training, and funds custodians and handlers training in support of the Air Force Resource Protection Program. Operate security monitoring equipment as necessary. Manage the Crime Prevention Program. Conducts crime analysis and provides timely, accurate, and useful information to wing and squadron leadership, outside agencies, and police services. Writes crime prevention-related articles and develops crime analysis reports. Prepares, coordinates, and maintains the resource protection Annex of the installation security plan. During contingency operations, shall perform duties as assigned by the contract program manager. This position requires a SECRET security clearance.

3.15 Plans and Programs Support Candidates must have 3-5 years of experience in maintaining, developing, writing and reviewing the wing operations plan (OPLAN) and unit operating instructions, checklist, and special security instructions. Shall be the primary liaison with USAFCENT and ACC for feedback and implementation of Air Force and major command policies. Develops, coordinates, and monitors all wing and unit security, resource protection, and base defense plans. Coordinates and monitors wartime security force planning and operations under air defense. Plan operating procedures for joint and United States local base defense responses. Act as support

agreement monitor. During contingency operations, shall perform duties as assigned by the contract program manager. This position requires a SECRET security clearance.

3.16 Client Support Administration Candidates must have 5 years of experience in computer systems support. Troubleshoots and maintains up to 200 information systems. Conducts backing up, restoring of hard drives, and performs system crash recoveries. Implements physical and computer security measures by assigning, modifying, and deleting passwords and privileges. Provide limited software application assistance for commonly used office automation applications sources from standard Air Force infrastructure support contracts. Ensures systems are kept up-to-date and compliant according to the Base Network Control Center (BNCC) by ensuring the required Technical Compliance NOTAM (TCNO) security patches are installed. Checks files for corruption, performs initial system diagnostics, formats drives, and determines available disk space. Perform myriad duties as information and client server administrator to include video-teleconference suite administration, network and computer malfunction isolation and repair, computer system software/hardware configuration, and operation of unclassified and classified computer systems. Unit Emission Security Manager (EMSEC); ensures compliance with emission security requirements. Train unit personnel on the operations of secret communications equipment. Unit Web administrator; modifies and maintains the unit's website. Alternate to the TCO (Telephone Communication Officer); duties include managing the installation and maintenance of telephone systems. Provide instruction for the operation and use of secure phones. Requests and coordinates installation and support of communications equipment. Maintains and manages access to the Base Defense Operations Centers (BDOC) 911 telephone equipment. Acts as Unit technical advisor, and shall provide support to purchasing agents, when new equipment is required for force mission enhancement. Shall perform Information Assurance (IA) trainer and program manager duties. Ensures unit personnel understand network vulnerabilities, limitations, and weaknesses. SIPRNET Account program manager; manages the process of receiving access to Secret electronic data located on secure servers. Position requires DoDD 8570 Technical Compliant; minimum A+ certification; maintain valid certification(s). This position requires a SECRET security clearance.

3.17 I Defense Biometrics Identification Systems Manager and DBIDS Support:

Candidates must have experience and knowledge of USAFCENT Installation Access Control Programs (IACS).Manages the Defense Biometrics Identification System; performs a variety of duties directly related to the development and/or management of the Installation Access Control Program supporting the mission of the major command. Programs extend from the HQ staff level over several echelons to field units, and present very considerable complexities due to their structuring and extensive relationships (functional and financial).Analyzes a variety of complex and extensive policies, plans, regulations, and other higher-level guidance, to determine overall impacts on specific program areas and functions of the Installation Access Control Program. Develop guidance, objectives, policies, plans, and procedures regarding the management of the Installation Access Control Program. Review superior, lateral, and subordinate command decisions on and/or interpretation of supplied guidance to assess their impact on the Installation Access Control Program. Performs reviews and analysis to ensure that resources supplied to subordinate commands are used in the most efficient and cost-effective manner. Reviews and analyzes a variety of other types of documents to ensure consistency between and among these and the organization's functions. Supply justification, prioritization, and cost guidance for Installation Access Control Program resources funding. Reconciles Installation Access Control Program; questions areas that are unclear or appear contrary to command guidance. Serve as subject matter expert on the Installation Access Control Program.

AFCENT DBIDS Program Manager: Establishes and maintains liaison with subordinate commands, lateral, and superior staffs to coordinate actions affecting the Installation Access Control Program. Assists in the interpretation of input/changes to processes associated with the Installation Access Control Program. Participate in the formulation, coordination, and publication of a variety of reports. Develops and presents information to high level management officials of the staff and other authorities for use in making decisions on areas pertaining to the

Installation Access Control Program. Shall have a thorough understanding of USAFCENT IACS programs, goals, and objectives, and understand the interrelationships of individual programs in regards to other programs and functions. Ability to research, identify, analyze, and recommend solution to problems. Skilled in formal and informal briefings, negotiations, and training to senior staff members, USAFCENT commanders and end-users of regulations and IACS. Prepare information papers for dissemination throughout the USAFCENT Theater of operations, as needed. Coordinate with various agencies throughout USAFCENT to facilitate progress on any policy issues and system concerns. Coordinates technical issues related to IACS to satisfy all end users' requirements. These include a working knowledge of the design, installation, and maintenance of hardware, software, and local area networks. Documents functional requirements and identifies resources required for the IACS. Assist data specialists, editors, and programmers from DMDC in an effort to accomplish design and implementation of the IACS. Possess thorough knowledge of automated information systems including office automation, desktop publishing, project management, and Website development software to accomplish the design, installation, and configuration management of these systems. Represents USAFCENT/FP at various meetings related to IACS. Contractor is the subject matter expert for access control within the theater and is responsible for planning and carrying out all work within this area. This position requires a Secret Security clearance.

3.18 Standards: The USAFCENT COR or designated USAFCENT/FPR personnel will review and vet the qualifications of all candidates prior to employment under this task order.

3.18.1 Ensure that each employee performing this function meets the following minimum criteria:

3.18.1.1 All positions must be filled by a U.S. citizen, with US Secret clearances

3.18.1.2 Ensure all candidates meet minimum experience and qualifications identified in paragraphs: 3 – 3.18 of this PWS.

3.18.1.3

4.0 Requirements

4.1 Contract Type: This is a firm fixed price task order.

4.2 Period of Performance: Task order will include a base period and four (4) Options, with an option for the extension of services. The PoP is as follows:

3 May 2017 – 2 May 2018 Base Period
3 May 2018 – 2 May 2019 Option Period 1
3 May 2019 – 2 May 2020 Option Period 2
3 May 2020 – 2 May 2021 Option Period 3
3 May 2021 – 2 May 2022 Option Period 4
3 May 2022 – 2 Nov 2022 Option to Extend Services

4.3 Place of Performance: Performance shall take place at: Al Dhafra AB, UAE; Ali Al Salem AB, Kuwait; Al Mubarak AB, Kuwait; Al Jaber AB, Kuwait; **Muwaffaq-Salti AB (MSAB), Jordan**, Kingdom of Saudi Arabia; Al Udeid Air Base, Qatar and in CONUS.

4.4 Project Management and Supervision Provide a skilled and trained management and supervisory staff to include a person to act on behalf of the Contractor for all matters relating to this task order. This person and his/her alternates shall be on duty during regular duty hours and shall be on call the remainder of the 24-hour day, 7 days per week.

4.5 Phase-In/Transition: To ensure a smooth transition, the service provider may begin a phase in. The purpose of this orientation period is to: OBSERVE TASKS BEING ACCOMPLISHED. Become thoroughly familiar with work requirements and work procedures. Complete personnel requirements (work force). Obtain base passes and security clearances if required. Complete training requirements and accomplish necessary training of service provider employees. Complete the development of necessary work plans/procedures. Complete the final development of quality control plan. The service provider will be allowed access to the facilities to familiarize supervisors, contractor identified key personnel, and staff with equipment, reporting, work scheduling and procedures. However, such access will not interfere with the production efforts of current government or service provider personnel. To preclude such interference, arrangements for access to the Government facilities will be made with the Contracting Officer's Representative (COR), or QA.

4.5.1 Phase-in/Transition invoicing: The first month of the 12 month base period will be considered the transition period if required. Contracts will be allowed to bill for the Phase-in/Transition period as a Cost reimbursable effort not to exceed the actual costs of one the first month of the 12 month base period. All months following the one (1) month Phase in/Transition period will be invoiced as FFP.

4.6 Contractor Planning and Reporting Update as required and submit to the government for approval. If not approved, the plan will be returned to the Contractor for correction and resubmission.

4.7 Contingency Plans The contractor shall develop contingency plans for natural disasters, labor disputes, strikes, mobilizations, or sudden buildup of forces including wartime contingencies and counter-terrorism.

4.8 Hours of Operation Normal hours of operation are 0700-1700. The standard work week at each USCENTCOM AOR location is typically 60 hours per week Monday through Saturday except weekly hours are based on 40 Hours for Stateside, 50 Hours for Kuwaiti Labor, and 60 Hours for all other overseas sights. "Duty schedules may be tailored to fit the need of the Defense Force Commander (DFC).

The contractor shall be available to perform the services required under this task order 24 hours a day, 7 days a week. Contractor will be on call 24/7 but it is realistic to take one day off per week as necessary (usually Saturday or Sunday). Time can be given to attend desired religious activity if contractor wishes to do so.

4.9 Holidays Duty schedule permitting, work performance **may not** be required during U.S. Federal holiday, or during holidays of the host country, but not both. Determination of required work for these periods will be at the discretion of the DFC at each USCENTCOM AOR location after coordination with USAFCENT/FPR, QA, and Contracting Officer.

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October

Veterans Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

Length of shift assignments shall comply with host nation labor laws.

All Employees shall conduct annual AT/FP level one Computer Based training.

Contractor will standardize paperwork and procedures for each work shift to prevent confusion and to allow for standardization.

4.10 Emergency or Special Event Services The contractor may frequently be required to work beyond the established normal duty hours, or respond on short notice beyond normal duty hours in emergency or exigent situations. At this time, the contractor will respond immediately but not longer than 20 minutes to any on-installation location. Offsite locations may take slightly longer. The DFC has the authority to change this required response time. Estimated non-normal duty/emergency duty hours should not exceed 32 hours per month.

4.11 Deployments and Military Exercises The Contractor shall participate in and support deployment and military exercises as required by the government. Examples of such are Antiterrorism Exercises, Mass Casualty Exercises, and Actual Contingencies. In addition to participating in the stated exercises, the Contractor shall:

4.11.1 Participate in Government meetings and planning sessions.

4.11.2 Provide written input to include individual exercise plans and programs.

4.11.3 Review Government plans and provide suggestions for revisions.

4.11.4 Redirect internal priorities to support exercises.

4.11.5 Participate in contingency meetings/planning.

Deployments and exercises would refer to local operations. The contractor would provide supply services if needed to obtain gear or services provided during such exercises. No requirement exists to have contractor to deploy outside of the base or to other areas of the AOR.

4.12 Nationality and Security Clearance Requirements All positions in this task order must be filled by US citizens and possess the required security clearance identified in the aforementioned paragraphs.

4.13 Work Force Restrictions Due to restrictions on work force nationalities, under no circumstances will current citizens from the nations of Iran, Sudan, Lebanon, Syria, Libya, Cuba, North Korea, China, Somalia, Serbia, or Yemen be authorized or allowed access or work on the work areas stated in this task order.

4.14 INSTALLATION ACCESS CONTROL The contractor shall perform necessary background/records checks on all employees to ensure they have no history of derogatory information, which preclude the employee from coming into the country of assignment or being allowed to enter the installation. Further, the Government shall also perform a background/records check on Contractor employees. Failure of a Contractor Employee to meet the requirements of a background check or the requirements to obtain a CAC card will result in the employee not obtaining access to a Federal Installation, or be allowed to perform services under this Task Order.

4.15 Acronym List

AB- Air Base
AETC - Air Education and Training Command
AF Form 1199 - Restricted Area Badge
AT/FP - Antiterrorism/Force Protection
CDC - Career Development Course
COR - Contracting Officer Representative
CSS - Commander's Support Staff
DFC- Defense Force Commander
DD Form 2 - Geneva Convention Identification Card
DOD - Department of Defense
EAL - Entry Authority List
EDD - Explosive Detection Dog
HNL - Host Nation Liaison
NCOIC - Noncommissioned Officer in Charge
READY - Resource Augmentation Duty
SOP - Standard Operating Procedures
TASS - Tactical Automated Sensor System
TCN - Third Country National
TMO - Traffic Management Office
USAFCENT – United States Air Forces Central Command

4.16 Program Support:

4.16.1 The contractor shall provide overall program management support to ensure that the requirements of this task order are accomplished. A task kick-off meeting is required within seven work days of the date of award, and the contractor shall submit the kick-off meeting minutes within four working days after the meeting occurs.

4.16.2 The contractor shall submit a Letter of Identification (LOI) using the Synchronized Pre-deployment @Operational Tracker (SPOT) system before beginning a trip in support of this effort. The LOI shall contain details of each trip including traveler information, destination information, purpose of travel, estimated costs, etc. USAFCENT/FPR coordination on each LOI shall signify concurrence on the need of the applicable trip. The LOI shall be used internally by to inform USAFCENT/FPR formally keep a record of contractor performance at remote locations. An electronic copy of a blank LOI will be provided by USAFCENT/FPR at the kick-off meeting.

4.16.3 The contractor shall submit a trip report, as required. This report shall be electronically delivered to the Client Representative via the GSA IT Solutions Shop (ITSS) web-based Order Processing System.

4.17 Monthly Status Report: The contractor shall identify and report all program management actions and the financial management status in a Monthly Task Status Report (MTSR) and as requested by the Government. This report shall be electronically delivered to the Client Representative via the GSA IT Solutions Shop (ITSS) web-based Order Processing System. Contractor format is acceptable as long as it contains the following information:

- Task order number
- Task order title
- Reporting period
- Brief description of requirements
- Brief summary of accomplishments during the reporting period and significant events regarding the task order
- Any current or anticipated problems
- Staffing changes
- Brief Summary of activity planned for the next reporting period
- Description of any travel or unique services provided
- Deliverable summary (deliverable name, due date, % completed, submittal date, comments)
- Billing summary (summary of Other Direct Cost (ODC) charges task-to-date, including current period charges)
- Deferred charges

4.18 DELIVERABLES AND ACCEPTANCE

4.18.1 Schedule and Delivery Instructions

The specific deliverables and schedule for delivery shall be per the Performance Requirements Summary. The Client Representative reserves the right to prioritize work and negotiate any changes in delivery dates.

Unsatisfactory Work – Performance by the contractor to correct defects identified by the Government as a result of quality assurance surveillance and by the contractor as a result of quality control shall be at the contractor's own expense without additional reimbursement by the Government.

The acceptance of deliverables and satisfactory work performance required herein shall be based on the standards as specified in the requirements per Section 3 of this document. The Client Representative will review the contractor's performance indicators in accordance with all the specifications stated in this document. Only the Client Representative or authorized alternate has the authority to inspect, accept, or reject work performed under this task order.

4.18.2 Quality Control Plan (QCP)

In compliance with standards as specified in the requirements per Section 3 of this document, the contractor shall provide and maintain a Quality Control Plan (QCP) that contains, as a minimum, the items listed in Section 3 to the Contracting Officer (CO) for acceptance no later than ten (10) business days after the contract award. The CO will notify the contractor of acceptance or required modifications to the plan within five (5) business days. The contractor shall make appropriate modifications and obtain final acceptance of the plan by the CO within five (5) work days of notification of required changes.

4.18.2.1 The plan shall include the following minimum requirements:

- A description of the inspection system to cover all services listed in the Performance/Deliverables Matrix. Description shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, frequency of inspections, and the title and organizational placement of the inspectors. Additionally, control procedures for any government provided keys or lock combination should be included.
- A description of the methods to be used for identifying and preventing defects in the quality of service performed.

- A description of the records to be kept to document inspections and corrective or preventive actions taken.
- All records of inspections performed shall be retained and made available to the government upon request throughout the task order period of performance, and for the period after task order completion, until final settlement of any claims under this task order.

4.18.3 Quality Assurance

The Government will evaluate the contractor's performance of this task order. For those services listed in the Performance Requirements Summary, the Client Representative, Contracting Officer Representative (COR), or evaluators will follow the method of surveillance specified in this task order. Government personnel will record all surveillance observations. When an observation indicates defective performance, COR or evaluators will require the task order manager or representative at the site to initial the observation. The initialing of the observation acknowledges that he or she has been made aware of the defective performance and does not necessarily constitute concurrence with the observation. Government surveillance of services not listed in the Performance Requirements Summary or by methods other than those listed in the Performance Requirements Summary (such as provided in the Inspection of Services clause) may occur during the performance period of this task order. Such surveillance will be done according to standard inspection procedures or other task order provisions. Any action taken by the CO as a result of surveillance will be according to the terms of this task order.

4.18.4. Performance of Services During Crisis Declared by the National Command Authority OR OVERSEAS Combatant Commander. Services to be performed under the task order are essential for performance during crisis and, according to Department of Defense Instruction (DODI) 3020.37 (Continuation Of Essential DoD Contractor Services) and Air Force implementation thereof, it is determined that the contractor will be required to perform during crisis situations up to 24 hours-a-day, including off-duty and holiday periods. The contractor may be notified in person or telephonically that such duty hours are in effect and be required to respond for such duty within 20 min.

4.18.4.1. The Government has identified that all of the contractor services performed under this contract as essential contractor services in support of mission essential functions. The Contractor shall provide and maintain a Mission Essential Services Plan to the CO for acceptance not later than ten (10) Business days after award. The CO will notify the contractor of acceptance or required modifications to the plan within five (5) business days. The contractor shall make appropriate modifications and obtain final acceptance of the plan by the CO within five (5) work days of notification of required changes.

4.18.4.2 The plan shall include the following minimum requirements:

- Identify provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;
- Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;
- The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;
- The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

- Any established alert and notification procedures for mobilizing identified “essential contractor service” personnel; and
- The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

5.0 Reserved

6.0 Performance Requirements Summary: See Performance Requirements Summary at Appendix B.

7.0 Government-Furnished Property and Services: The government shall provide the facilities, equipment, materials, and services listed within this section. If facilities, equipment, materials or services are not listed as government furnished or government shared, they shall be contractor furnished.

7.1. Government-Furnished Property.

7.1.1. Government-Furnished Facilities. The government shall furnish or make available facilities described in paragraph 7.3.

7.1.2. Government-Furnished Equipment. The U.S. government will furnish all routine administrative equipment and supplies (e.g. desks, tables, and chairs, file cabinets, pencils, paper), based upon availability at each location. Special requirements will be brought to the attention of the site DFC or his/her designated representative and will be made available to the contractor only when and if feasible. Computers and other office automation equipment will be furnished to the contractor by the government as required to accomplish assigned duties, based upon availability. The DFC will determine what equipment is necessary (and available) to allow the contractor to accomplish assigned duties. Equipment and availability will vary by site. There is no standardized list of equipment applicable to contract employees at all locations.

7.1.2.1. The U.S. government will furnish all communications equipment/capabilities including classified and unclassified telephone service, to include facsimile if available, to accomplish assigned duties. This equipment and service will be for official use only and for official calls to the contract manager, QA, or Contracting Officer. Personal calls will be made at the expense of the caller. Cell phones and other specialized communication equipment will be provided for contractor use only if required by the site DFC depending on availability.

7.1.2.2. The U.S. government will furnish identification cards authorizing exchange privileges (if available and authorized to be used by contract employees) for contract personnel in the USCENTCOM AOR. This identification card will only be used for official purposes and properly safeguarded at all times. The identification card remains the property of the U.S. Government and shall be relinquished upon demand by proper authority and immediately upon termination of service. Loss of the identification card will be immediately reported to the QA. In the event the QA is not available, report the loss to the DFC.

7.1.2.3. Equipment Inventory. An inventory of government-furnished equipment shall be accomplished before start of the contract, before the start of any options periods, and not later than five (5) calendar days before completion of the contract period (including any option periods). If at any time contracted employees relieve other approved contracted personnel, a turnover inventory will be completed. The contractor and QA shall conduct a joint inventory of all government-furnished equipment and the contractor shall sign a

receipt for all equipment provided by the government. Items of equipment missing or not in working order shall be recorded and the Contracting Officer notified in writing. The employees and the QA shall jointly determine the working order and condition of all equipment and document their findings on the inventory. In the event of a disagreement between the contractor and the QA on the working order and condition of equipment, the disagreement shall be treated as a dispute under the contract clause entitled "Disputes."

7.1.2.4. Obtaining Replacement of Government-Furnished Equipment. The contractor shall submit requests for replacement of government-furnished equipment to the QA for processing. Such requests shall specify the reason for the replacement request.

7.2. Government Furnished Services

7.2.1. The U.S. government will furnish or reimburse the contractor for lodging for contractor personnel during the Departure Assembly period, en-route to the USCENTCOM AOR, and while in the USCENTCOM AOR. Personnel will be billeted in accommodations comparable to that of Security Force/site personnel with whom they are working. If upgraded lodging is available for and provided to active duty personnel on extended tours (longer than the standard AEF rotations), this same lodging will be provided for contractors, if available, due to their extended tours. Due to the limited number of upgraded facilities in some locations, personnel may be placed on a waiting list, until upgraded facilities become available. However, the site commander may prioritize listed personnel based upon mission requirements. Contractor personnel are considered as GS-12 equivalents solely for the purpose of on-site lodging assignments.

7.2.2. The U.S. Government will furnish or reimburse the contractor for meals and water for contract personnel in the USCENTCOM AOR.

7.2.3. The U.S. government will furnish medical support for contract personnel on an emergency basis only. Those taking medications for chronic illnesses should bring sufficient supplies or make arrangements for purchase of their medication for the duration of their stay in the USCENTCOM AOR.

7.2.4. The U.S. government will furnish round-trip transportation from the CONUS **Point of Departure (POD)**. PODs may be changed at any time at the convenience of the Government.

7.2.5. The U.S. government will reimburse all approved mission related travel within the USCENTCOM AOR, in accordance with the applicable Joint Travel Regulation or Federal Travel Regulations. Official travel within the USCENTCOM AOR will be accomplished via military air when available and approved. If military air is unavailable, the Government will authorize commercial travel with advance authorization from the USAFCENT/FPR, to facilitate movement of the contract personnel in certain situations.

7.2.5.1 All unofficial (not directed by the government) travel will be conducted at the expense of the contractor or the contract employee.

7.2.6. Employee Training. Arrangements will be made by HQ USAFCENT/FPR office to provide the following training to the contractor immediately prior to departure (and annually as required by Air Force or Army directives) enroute to the USCENTCOM AOR. (Location of the training may change depending upon the time frame training is required and the number of personnel scheduled to attend):

- (a) Chemical warfare defense training (CWDT).

- (b) Level 1 Antiterrorism/Force Protection Training.
- (c) Security Forces mission and organization.
- (d) USAF mission in the USCENTCOM AOR.
- (e) Security Forces mission in the USCENTCOM AOR.
- (f) Explanation and use of equipment.

7.3. Government-Furnished Facilities

7.3.1 The government will furnish or reimburse the contractor for all living, dining and working facilities for the contractor's employees. The contractor will live, dine and work alongside USAF Security Forces. Living, dining, and working arrangements at some locations will be harsh with living quarters and work facilities consisting of fully furnished air-conditioned tents or semi-permanent structures, and portable toilets and showers. Meals may be provided from military portable kitchens at these locations. At other locations, the contractor will be living and working in fully furnished apartments and offices and will mess in on-base dining facilities. Contract employees will be considered GS-12 equivalent for lodging assignment purposes.

7.4. Government Furnished Equipment

7.4.1 The government will furnish all administrative and office equipment and supplies as specified in Section 7, sufficient to accomplish the tasks levied. In addition, the government will furnish all necessary Chemical Warfare Defense Equipment (CWDE) for each person.

7.5. Government Furnished Vehicles

7.5.1 Transportation requirements will be worked differently at each AOR location and will be determined by the DFC at each site. The contractor may be required to provide rental vehicles on a reimbursable basis to their employees. These rental vehicles will be considered as Government vehicle for the purpose of use. Government fuel will be authorized for these vehicles for mission essential travel only. If government vehicles are provided to contract employees, these vehicles are to be used for official use only.

8.0. CONTRACTOR FURNISHED PROPERTY AND SERVICES. Except for those items or services specifically stated in Section 7 as government furnished, the contractor shall furnish everything needed to perform this PWS. Consequently, the below listed items are not all inclusive of the contractor-furnished items and services required to perform the PWS.

8.1. The contractor shall be responsible for pre-deployment, annual, and post-deployment medical services to include a fitness physical for each candidate. This examination will include medical history, height, weight, blood pressure, 14-point blood chemistry check, HIV antibody, and chest x-ray. A medical summary report signed by the candidate's physician verifying that the candidate has been cleared to work in USCENTCOM AOR will be provided by the contractor and reported to the USAFCENT FPR COR. An exit physical, similar to the deployment physical, will be administered and recorded upon return from the USCENTCOM AOR.

8.2. In the event contractor personnel is unable to perform their duties due to illness or other reasons, the contractor is responsible for providing the name (and all other applicable/necessary information) of a suitable replacement within 72 hours to USAFCENT/FPR COR and Contracting Officer.

8.3. The contractor shall furnish transportation to the contractor's preparation and processing site in CONUS, from that location to the Departure Assembly Point identified by USAFCENT/FPR. Upon return to the CONUS, the contractor or contract employee will furnish transportation from the contractor's out-processing location.

8.4. The contractor will maintain the capability to place personnel in-country as soon as USAFCENT/FPR is able to obtain country clearances and fulfill other regulatory and host nation requirements.

8.5. The contractor shall furnish all necessary immunizations for personnel, not earlier than 30 days prior to their scheduled departure for the USCENTCOM AOR, and as necessary for those contractor personnel who remain in theater for extended periods (option years). If immunizations are provided by the site medical facility, reimbursement for services will be required. Immunizations required will be the same, as those required for active duty personnel.

8.6. The contractor will provide the following training:

- (a) Role of the contractor
- (b) Duties and responsibilities of the contractor
- (c) Role of the USCENTCOM AOR manager
- (d) Problem resolution
- (e) Role of the Chief, Security Forces at duty location

8.7 The contractor will process security clearances for all contract personnel and ensure they have been granted a minimum of DOD approved "SECRET" security clearance before dispatching them to perform duties under this task order.

9.0. PROPERTY CONTROL. The contractor shall be responsible for proper utilization and safeguarding of all government property provided for contractor use. At the end of each work period, all government facilities, equipment and materials shall be secured. Contractor employees must immediately report damage to government facilities and equipment upon discovery of such damage. Equipment found to be defective will also be reported in a timely manner, to allow for repair or replacement. These reports will be made to the QA.

9.1. Key Control. The contractor shall establish and implement methods of making sure all keys issued to (or security combinations provided to) the contractor by the government are not lost or misplaced (or compromised) and are not used by unauthorized persons. The contractor shall not duplicate any keys issued by the government.

9.1.1. The contractor shall immediately report to the QA or Contracting Officer any occurrences of lost or duplicated keys or compromised combinations.

9.2. Lock Combinations. The contractor shall control access to all government provided lock combinations to preclude unauthorized entry.

10.0 CONSERVATION OF GOVERNMENT UTILITIES. The contractor shall make sure employees practice utilities conservation. The contractor shall be responsible for operating under conditions that prevent the waste of utilities to include:

10.1. Lights shall be used only in areas where work is actually being performed.

10.2. Employees shall not adjust mechanical equipment controls for heating, ventilation, and air conditioning systems.

10.3. Water faucets or valves shall be turned off when not in use.

11.0. Security Requirements. The contractor will hire only U.S. citizens and who are suitable for holding a position of trust and able to obtain clearance for sensitive and classified information. Contract employees shall have, as a minimum, a SECRET security clearance Applicants will not be eligible to be assigned to perform services under this task order if they have any of the following:

- (a) Pending criminal or civil charges (including divorce/child custody proceedings)
- (b) Felony arrest record
- (c) Alcohol related arrest within the last five years
- (d) Any type of moral turpitude arrest record/history (including, but not Limited to, prostitution, pandering, voyeurism, public indecency)
- (e) Any type of involvement in hate crimes
- (f) History of violence
- (g) Involvement in any group or organization that espouses extralegal violence as a legitimate means to achieve an end

11.1 Security: The highest level of security clearance required for this effort is SECRET. The government will issue a DD-254 form as part of this task order.

11.2 The contractor will be required to have a SECRET facility clearance with SECRET safeguarding capabilities not less than two (2) cubic feet. The contractor will require access to Communications Security (COMSEC) Information and For Official Use Only (FOUO) Information. In performing this contract, the contractor will receive classified documents only; perform services only; have access to classified information outside the US, Puerto Rico, US possessions and trust territories; be authorized to use the Defense Technical Information Center (DTIC); or other secondary distribution center; and have Operations Security (OPSEC) requirements. Administrative duties performed by the contractor will not require a clearance and may require an investigation for Information Technology (IT) sensitive duties.

12.0. Reserved.

13.0. Special Qualifications

13.1. The contractor shall make sure employees have the following current and valid professional certifications before starting work under this task order and ensure any other certifications/licenses are obtained (and maintained current) as required by Host Nation regulations:

- (a) A valid US driver's license
- (b) A valid US passport
- (c) Appropriate country visas
- (d) A valid international driver's license (if required).

14.0 Privacy Act: Work on this project may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

15.0 Personal Service: The client has determined that use of the GSA contract to satisfy this requirement is in the best interest of the government, economic and other factors considered, and this task order is not being used to procure personal services prohibited by the Federal Acquisition Regulation (FAR) Part 37.104 titled "Personal Services Contract."

16.0 Section 508 Compliance: The Industry Partner shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

The Industry Partner should review the following Web sites for additional 508 information:

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=12>

<http://www.access-board.gov/508.htm>

<http://www.w3.org/WAI/Resources>

17.0 Past Performance Information - The Government will provide and record Past Performance Information for acquisitions over \$150,000 utilizing the Contractor Performance Assessment Reporting System (CPARS). The CPARS process allows contractors to view and comment on the Government's evaluation of the contractor's performance before it is finalized. Once the contractor's past performance evaluation is finalized in CPARS it will be transmitted into the Past Performance Information Retrieval System (PPIRS).

Contractors are required to register in the CPARS, so contractor's may review and comment on past performance reports submitted through the CPARS.

CPARS <https://www.cpars.csd.disa.mil/>

PPIRS <http://www.ppirs.gov>

18.0 Problem Resolution: Contractor shall bring problems, or potential issues, affecting performance to the attention of the CO and GSA Contract Account Manager (CAM) as soon as possible. Verbal reports will be followed up with written reports when directed. This notification shall not relieve the Contractor of its

responsibility to correct problems for which they are responsible. Contractor will work cooperatively with the Government to resolve issues as they arise.

19.0 Closeout: GSA Region 4 internal policies determine that as the office responsible for payment to contractors that a contract will be closeout 160 days after the Period of Performance has ended. A request for FINAL invoice will be sent to the contractor for action; after the final invoice has been paid then a Request for Release of Claims will be sent to the contractor.

20.0 Reimbursable Costs: All reimbursable costs must be in conformance with the task order requirements and authorized in writing by the Contracting Officer Technical Representative and the GSA Contracting Officer/Specialist. The Government Reimbursable Costs budget is:

Base Year Not To Exceed:	\$3,456,181.43
Option Year 1 Not To Exceed:	\$3,682,389.76
Option Year 2 Not To Exceed:	\$3,782,196.12
Option Year 3 Not To Exceed:	\$3,884,866.93
Option Year 4 Not To Exceed:	\$3,990,484.38
Extension of Services Not To Exceed:	\$2,418,689.01

This budget applies to all authorized reimbursable costs. Defense Base Act (DBA) Insurance is an allowable expenditure under the travel Contract Line Item Number (CLIN) and should not be included into the hourly labor rate. General and Administrative (G&A) expenses are not authorized on DBA.

20.1 Travel Costs: Travel may be required to fulfill the requirements of this task. The Contractor shall ensure that the requested travel costs will not exceed what has been authorized in the task order. Contractor incurred actual expenses resulting from Government directed travel are cost reimbursable but are limited by the Government Joint Travel Regulations (JTR) and must be pre-approved by the Contracting Officer Representative and/or GSA CO or CAM. The travel request shall be submitted to GSA for task order approval through the submission of an action memo via ITSS. The action memo must be submitted 14 work days prior to travel and must contain Contracting Officer Representative and/or GSA CO or CAM approval, travel cost items with a total travel amount, and the total of the task order travel balance. The Contractor shall include any anticipated travel costs in the quote. While the majority of the locations are listed in paragraph 2.0, all locations and duration of travel cannot be definitively established at this time. Anticipated travel and travel related costs are not expected to exceed the Government Reimbursable Costs budget. No G&A or other percentage markup will be allowed on travel (unless it has already been specifically negotiated into your existing OASIS Contract awarded by the OASIS Program office).

20.2 Travel Related Costs: Reimbursable Travel related costs may include costs such as pre- and post-deployment physicals, passport fees, consular fees, country sponsorship fees, cell phone expenses for Contractor personnel for Force Protection Purposes, etc. The contractor shall abide by the requirements of the FAR in acquiring travel related supplies and/or materials, and must maintain files in such a manner that the GSA Contracting Officer could review them upon request to ensure compliance with federal procurement regulations. Anticipated travel and travel related costs are not expected to exceed the Government Reimbursable Costs budget. No G&A or other percentage markup will be allowed on travel related costs (unless it has already been specifically negotiated into your existing OASIS Contract awarded by the OASIS Program office).

20.3 Other Direct Costs (ODC's) The contractor may be required to obtain supplies and/or materials for the performance of this task. Those supplies and/or materials must be incidental to and associated with the overall functions being performed through this task order. The contractor shall abide by the requirements of the FAR in

acquiring supplies and/or materials, and must maintain files in such a manner that the GSA Contracting Officer could review them upon request to ensure compliance with federal procurement regulations. Contractor teaming, partnering, and subcontracting are acceptable to provide a total solution. However, price reasonableness should always be determined prior to selecting a teammate or partner.

21.0 INVOICES

21.1 An invoice for completion of each deliverable or monthly support effort for work performed the prior month shall be electronically delivered to the Client Representative via the GSA electronic contract management system by the 15th business day of each month for client acceptance. A copy of the invoice shall be attached to the associated deliverable "Acceptance Report" posted in GSA Information Technology Solution Shop (ITSS) located on the web at <https://web.itss.gsa.gov/Login>. The invoice shall be submitted on official company letterhead.

For reimbursable expenses, the invoiced charges shall not exceed the limit specified in the task order. No charges will be paid by the Government, which are not specifically identified in the task and approved in advance by the Government. Copies of receipts, travel vouchers, etc., completed in accordance with Government Travel Regulations shall be attached to the invoice to support charges other than labor hours. Original receipts shall be maintained by the contractor and made available to Government auditors upon request.

21.2. Payment Information

Failure to enter an invoice into the GSA ITSS web-based system may result in a rejection. The contractor shall provide the following payment information for GSA use. It must be an exact match with the information under the contract/task order number in the GSA ITSS Contract Registration (not the contractor's company or individual representative's registration) as well as with the information under the contractor's DUNS number in the System for Award Management (SAM), <http://www.sam.gov>. Mismatched information may result in rejected requests for payment.

Company Name – Legal Business Name and DBA (Doing Business As) Name
Mailing Address – Contact and Address Information
Remittance Address – Remit To Address Information
Employer's Identification Number – Federal Tax ID
DUNS (Data Universal Numbering System)

21.3. Invoice Information

The invoice shall include the labor charges and ODCs authorized by the COR which are within scope of this task order (e.g., travel and/or materials) and reflect the details specified below.

Invoice Number – must not include any special characters; ITSS and the invoice must match
ACT Number from GSA Form 300, Block 4
GSA Task Order Number – must match ITSS
Contract Number from GSA Form 300, Block 3
Point of Contact and Phone Number
Period of Performance for the Billing Period
Total invoiced and cumulative Labor charges by Deliverable and skill level.

Total invoiced and cumulative Reimbursable Costs. (These must be individually itemized and specified by individual category. Categories are Travel, Training, and Material ODCs).

Total invoiced and cumulative Travel Itemized by Individual and Trip (if applicable) Travel charges must include the traveler's name, location, and dates of travel.

Total invoiced and cumulative Material ODCs and Support Items Itemized by Specific Item, dates delivered, and Amounts.

Total invoiced and cumulative Indirect charges.

Grand Total for the Invoice and Cumulative Billed to Date Amounts

Unbilled Total

Burn Rate

Prompt Payment Discount, if offered

21.4 Invoice Submittal

Each invoice must be submitted at the same time to two (2) separate locations:

- 1) Electronically via GSA's IT Solutions System located at <https://web.itss.gsa.gov>
- 2) And electronically to GSA's Ft. Worth Finance Office via the web at www.finance.gsa.gov

21.5. The COR has to evaluate the charges detailed in the invoice submitted by the contractor and accept and certify the invoice in ITSS. The GSA CAM must validate and approve the invoice in GSA's ITSS system prior to payment of the invoice.

21.6. Final Invoice. Invoices for final payment must be marked with the word FINAL (even if it is a zero amount) and submitted within 60 days from task completion. The contractor shall request from GSA an extension for final invoices that may exceed the 60-day time frame.

21.7. The invoice information posted in ITSS must match the invoice information submitted to GSA's Finance Center to initiate a receiving report. The payment information must be a three-way match (ITSS, GSA Finance Center, and CCR) for the invoice to be successfully processed for payment.

21.8. Task Order Closeout

After the final invoice has been paid the Contractor shall furnish a completed and signed Release of Claims to the Contracting Officer. This release of claims is due within fifteen (15) calendar days of final payment.

21.9 Reimbursable costs must not exceed the limit(s) specified in the task order. The Government will not pay charges that are not specifically identified in the task and approved, in advance, by the Government. Copies of receipts, travel vouchers, etc. that have been completed in accordance with Government Joint Travel Regulations (JTR) shall be attached to the invoice to support charges other than employee labor hours. Original receipts shall be maintained by the Contractor and made available to Government auditors upon request.

21.10 Payment Schedule: The Contractor shall invoice for work performed in accordance with the payment schedule that was submitted to and approved by the GSA Contracting Officer. Payment schedule for the labor only will be based on the firm fixed price divided by 12 months.

APPENDIX A
ADDITIONAL CONTRACT CLAUSES

52.252-2 -- Clauses Incorporated by Reference. (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://farsite.hill.af.mil/vffara.htm>

DFAR: <http://farsite.hill.af.mil/vfdfara.htm>

AFFARS: <http://farsite.hill.af.mil/vfaffara.htm>

(End of Clause)

CLAUSE NUMBER	TITLE	DATE
52.212-4	Contract Terms and Conditions -- Commercial Items	May-15
52.228-3	Worker's Compensation Insurance (Defense Base Act)	Jul-14
52.228-4	Worker's Compensation and War Hazard Insurance Overseas	Apr-84
52.237-3	Continuity of Services	Jan-91
52.243-1 Alt III	Changes -- Fixed-Price	Aug-84
252.201-7000	Contracting Officer's Representative	Oct-15
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep-11
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Sep-13
252.204-7000	Disclosure of Information	Aug-15
252.204-7003	Control of Government Personnel Work Product.	Apr-92
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	Dec-15
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	Oct-16

252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	Oct-16
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Dec-91
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	Oct-15
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	Jun-15
252.225-7048	Export-Controlled Items.	Jun-13
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Sep-04
252.228-7000	Reimbursement for War Hazard Losses	Dec-91
252.228-7003	Capture and Detention	Dec-91
252.232-7010	Levies on Contract Payments.	Dec-06
252.239-7001	Information Assurance Contractor Training and Certification.	Jan-08
252.243-7001	Pricing of Contract Modifications.	Dec-91
252.243-7002	Requests for Equitable Adjustment.	Dec-12
5352.204-9000	Notification of Government Security Activity and Visitor Group Security Agreements	Mar-12
5352.223-9000	Elimination of Use of Class I Ozone Depleting Substances (ODS)	Nov-12
5352.223-9001	Health and Safety on Government Installations	Nov-12

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Dec 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

___ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2016) (15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

___ (iii) Alternate II (Nov 2016) of 52.219-9.

___ (iv) Alternate III (Nov 2016) of 52.219-9.

___ (v) Alternate IV (Nov 2016) of 52.219-9.

___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

X (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

X (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately

if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

X (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

___ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (40) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

___ (ii) Alternate I (Oct 2015) of 52.223-13.

___ (41) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (43) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

___ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

___ (46) 52.223-21, Foams (Jun 2016) (E.O. 13696).

___ (47) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

___ (48) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

___ (49) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (50) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

X (51) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (54) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (55) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (56) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (57) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (58) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

X (59) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

X (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

X (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) ____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xx) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.217-8 -- Option to Extend Services. (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 days.

(End of Clause)

FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, six months. (End)

52.222-42 -- Statement of Equivalent Rates for Federal Hires. (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class

Monetary Wage – Fringe Benefits

See SCA Index of Wage Determinations

See SCA Index of Wage Determinations

(End of Clause)

552.216-74 Task-Order and Delivery-Order Ombudsman. (Jan 2016)

- (a) GSA has designated a Task-Order and Delivery-Order Ombudsman who will review complaints from contractors and ensure that they are afforded a fair opportunity for consideration in the award of task or delivery orders under Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, consistent with the procedures in the contract. Written complaints shall be submitted to the Ombudsman, with a copy to the Contracting Officer.
- (b) In the case that the contractor is not satisfied with the resolution of the complaint by the GSA Task-Order and Delivery-Order Ombudsman, the contractor may follow the procedures outlined in subpart 33.1.
- (c) The GSA Ombudsman is located at the General Services Administration (GSA), Office of Government-wide Policy (OGP), Office of Acquisition Policy (MV). Contact information for the GSA Ombudsman can be found at: <http://www.gsa.gov/ombudsman>.

DFARS 252.209-7998 Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law (MAR 2012)

- (a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that it is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.
(End of Provision)

DFARS 252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law (MAR 2012)

- (a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that—
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that—

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of Provision)

DFAR 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (Oct 2015)

(a) *Definitions.* As used in this clause—

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen n and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated operational area” means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities,

security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) *General.*

(1) This clause applies to both CAAF and non-CAAF when performing in a designated operational area outside the United States to support U.S. Armed Forces deployed outside the United States in—

(i) Contingency operations;

(ii) Peace operations, consistent with Joint Publication 3-07.3; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel supporting the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(d) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware—

(i) Of the DoD definition of “sexual assault” in DoD Directive 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) That this section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8)(i) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces are aware of their rights to—

- (A) Hold their own identity or immigration documents, such as passport or driver's license, regardless of the documents' issuing authority;
- (B) Receive agreed upon wages on time;
- (C) Take lunch and work-breaks;
- (D) Elect to terminate employment at any time;
- (E) Identify grievances without fear of reprisal;
- (F) Have a copy of their employment contract in a language they understand;
- (G) Receive wages that are not below the legal host-country minimum wage;
- (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
- (I) If housing is provided, live in housing that meets host-country housing and safety standards.

(ii) The Contractor shall post these rights in employee work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.

(iii) The Contractor shall enforce the rights of Contractor personnel supporting the U.S. Armed Forces.

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All CAAF deploying in support of an applicable operation—

- (A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the designated operational area a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as Approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) *Processing and departure points.* CAAF shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.*

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, to enter and maintain the data for all CAAF and, as designated by USD(AT&L) or the Combatant Commander, non-CAAF supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause.

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system at <https://spot.dmdc.mil> to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that Contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, Operational Contractor Support. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If Contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs.* Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are supporting U.S. Armed Forces deployed outside the United States in—

(1) Contingency operations;

(2) Peace operations consistent with Joint Publication 3-07.3; or

(3) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(End of clause

DFAR--252.232-7007 Limitation of Government's Obligation (MAY 2006)

- (a) Contract line item(s) base period through option period 4 may be incrementally funded. For these item(s), the sum of \$ TBD of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

DATE	AMOUNT
On execution of contract	\$TBD
DATE 1	\$TBD
DATE 2	\$TBD
DATE 3	\$TBD

DFAR 252.237-7023 Continuation of Essential Contractor Services (OCT 2010)

(a) Definitions. As used in this clause—

(1) "Essential contractor service" means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) "Mission-essential functions" means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all of the contractor services performed under this contract as essential contractor services in support of mission essential functions.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this section during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of Clause)

AFFARS 5352.215-9000 Facility Clearance (MAY 1996)

The offeror must possess, or acquire prior to award of a contract, a facility clearance equal to the highest classification stated on the Contract Security Classification Specification (DD Form 254) attached to this solicitation.

AFFARS 5352.242-9000 Contractor Access to Air Force Installations (NOV 2012)

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it

to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with [AFI 31-101, Integrated Defense, and AFI 31-501, Personnel Security Program Management](#) citing the appropriate paragraphs as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

AFFARS 5352.242-9001 Common Access Cards (CAC) for Contractor Personnel (NOV 2012)

(a) For installation(s)/location(s) cited in the contract, contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who meet one or both of the following criteria:

(1) Require logical access to Department of Defense computer networks and systems in either:

(i) the unclassified environment; or

(ii) the classified environment where authorized by governing security directives.

(2) Perform work, which requires the use of a CAC for installation entry control or physical access to facilities and buildings.

(b) Contractors and their personnel shall use the following procedures to obtain CACs:

(1) Contractors shall provide a listing of personnel who require a CAC to the contracting officer. The government will provide the contractor instruction on how to complete the Contractor Verification System (CVS) application and then notify the contractor when approved.

(2) Contractor personnel shall obtain a CAC from the nearest Real Time Automated Personnel Identification Documentation System (RAPIDS) Issuing Facility (typically the local Military Personnel Flight (MPF)).

(c) While visiting or performing work on installation(s)/location(s), contractor personnel shall wear or prominently display the CAC as required by the governing local policy.

(d) During the performance period of the contract, the contractor shall:

(1) Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the authorizing government official;

(2) Return CACs in accordance with local policy/directives within 7 working days of a change in status for contractor personnel who no longer require logical or physical access;

(3) Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and

(4) Report lost or stolen CACs in accordance with local policy/directives.

(e) Within 7 working days following completion/termination of the contract, the contractor shall return all CACs issued to their personnel to the issuing office or the location specified by local policy/directives.

(f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

Supplemental Clauses

Compliance with Laws and Regulations. The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all existing and future U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps fragmentary orders, instructions and directives.

Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not permit an employee suspected of a serious offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

(End)

Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports. All contractors ("contractors" herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons. Contractors are also required to comply with the following provisions:

- 1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
 - 2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.
 - 3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
 - 4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet (50 sf) is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.
 - 5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.
 - 6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.
- Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.
- The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under this contract.

(End)

Reporting a Kidnapping. Kidnapping reporting is required in all contracts performed in Iraq. Add the requirement to the Statement of Work. Reformat as necessary.

To Report a Kidnapping - Contract manager will notify the JCCI/A Duty Officer at phone number 914-822-1419 when an employee kidnapping occurs:

Report the following information:

Name of person reporting: _____

Phone: _____

E-mail: _____

- Who was kidnapped?
 - Name
 - Age
 - Nationality and country of residence
- When did the incident occur?
- Where did it happen?
- How was the person kidnapped?

(End)

Fitness for Duty and Limits on Medical / Dental Care in Iraq and Afghanistan. The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the

performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI ≥ 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renal lithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated January 4, 2007, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

Inpatient daily rate: \$1,918.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

Outpatient visit rate: \$184.00. This includes diagnostic imaging, laboratory/pathology, and pharmacy provided at the medical facility.

(End)

Quarterly Contractor Census Reporting. The prime contractor will report upon contract award and then quarterly thereafter, not later than January, 1 April, 1 July and 1 October, to JCCI.J2J5J7@pco-iraq.net for Iraq and to BGRMPARC-A@swa.army.mil for Afghanistan the following information for the prime contract and all subcontracts under this contract:

The total number of contract employees performing on the contract who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals;

- (1) The total number of prime contract employees performing on the contract by host nation, US Nationals, and Third Country National;
- (2) The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National;
- (3) The company names and contact information of its subcontractors at all tiers; and
- (4) The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 DOD class deviation 2007-O0004 or DFAR DOD class deviation 2007-O0010.

APPENDIX A

USCENTCOM AND USAFCENT GENERAL ORDERS



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GO-1C with atchs - 2'

APPENDIX B

Performance Requirements Summary (PRS)

PWS	Deliverable/Required Service	Performance Standard	Acceptable Quality Level	Method of Surveillance
2.0	Has the contractor provided all resources and management necessary to carry out the requirements stated in the PWS	Resources and Equipment available 98% of the time	98%	Periodic Inspection
3.3	Has the contractor provided required number of personnel to fill all position?	All positions filled 98% of the time	98%	Periodic Inspection
3.18	Has the contractor employed US Citizens with a Secret Clearance?	100% compliance with Security requirement	100%	Periodic Inspection
4.1	Does the contractor respond to and support Military exercises as required?	Maintain ability to respond	98%	Periodic Inspection
4.4	Has the contractor provided skilled and trained management personnel to deal with matters related to the Task Order?	Personnel available 98% of the time	99%	100% Inspection
4.7	Has the contractor developed contingency plans for Natural Disasters, Labor Disputes, Strikes, Mobilization, or sudden build up of forces?	Plan available at all locations	100%	Periodic Inspection
4.8	Has the contractor provided personnel for a 60 hour work week with normal duty hours of 0700-1700? Hours may be adjusted by the SFS/CC as necessary.	All positions filled 98% of the time	98%	Periodic Inspection
4.10	Is the contractor available for emergency response within 20 minutes?	Maintain ability to respond	98%	Periodic Inspection

4.17	Does the contractor provide the monthly status report each month	Reports provided on time	100%	Periodic Inspection
4.18	Has the contractor provided a Quality Control Plan?	QC Plan available	100%	100% Inspection
4.18.4	Mission Essential Services Plan	Mission Essential Plan available.	100%	100% Inspection

APPENDIX C

Workload Estimate

This estimate is the Government's estimate based on historical workload and expected requirements and is not intended to be binding on either party or to be the only possible solution to the requirements. An offeror may deviate from this estimate; however in the event of a deviation the offeror shall supply with its quote a detailed substantive rationale for each such deviation to substantiate the offeror's ability to successfully perform at the quoted level of effort.

POSITION	CONUS	QATAR	Jordan	UAE	KUWAIT			Total
	Shaw	379	332	380	386	387	407	
Site Manager	0.0	1.0	1.0	1.0	1.0	0.5	0.5	5.0
Security Forces Supply Support	0.0	1.0	1.0	1.0	1.0	1.0	0.0	5.0
Information Technology Specialist (DBIDS Support)	0.0	1.0	1.0	2.0	2.0	2.0	2.0	10.0
Client Support Administrator Support	0.0	1.0	0.0	0.0	1.0	0.0	1.0	3.0
Resource Protection Support	0.0	1.0	1.0	1.0	0.0	0.5	0.0	3.5
Reports and Analysis Support	0.0	1.0	0.0	0.0	0.0	0.5	0.0	1.5
Plans and Programs Support	0.0	1.0	1.0	1.0	1.0	0.5	0.0	4.5
Information/Personnel/Industrial Security Support	0.0	1.0	0.0	1.0	1.0	0.0	0.5	3.5
Security Forces Armory Support	0.0	1.0	1.0	0.0	1.0	0.0	0.0	3.0
Security Forces Training Support	0.0	1.0	1.0	1.0	1.0	1.0	0.0	5.0
Pass and Identification (Office) Support	0.0	1.0	0.0	1.0	0.0	0.0	1.0	3.0
CSS Administrative Specialist Support	0.0	1.0	1.0	1.0	1.0	0.0	1.0	5.0
Pass and ID (Host Nation) Support	0.0	1.0	1.0	0.0	1.0	1.0	1.0	5.0
Contract Program Manager		1.0						1.0
DBIDS position AFFOR Staff	0.0	1.0						1.0
Supply Support AFFOR Staff	0.0	1.0						1.0
Security Forces Vehicle Manager Support	0.0	0.0	0.0	1.0	1.0	1.0	0.0	3.0
K-9 Trainer	0.0	0.0	1.0	0.0	1.0	0.0	1.0	3.0
Supply Support Shaw Staff	1.0							1.0
Combat Arms Support AFFOR Staff		1.0						1.0
Information/Personnel/Industrial Security AFFOR Staff		1.0						1.0
Total Full Time Equivalents	1.0	18.0	10.0	11.0	13.0	8.0	8.0	69.0

ATTACHMENTS

- 1. DD254 and DD254 Attachments**
- 2. QASP**